

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Market      Open		Page of Pages 1                      57	
2. Contract Number		3. Solicitation Number  POKT-2004-B-0080-CM		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued  19-Oct-04	
6. Requisition/Purchase Number							
6a. Caption		Vehicle Leasing					
7. Issued By Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 6th Floor Washington, DC 20009			Code  KTO		8. Address Offer To (If other than line 7) Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 3rd Floor Washington, DC 20009		
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"							
<b>SOLICITATION</b>							
9. Sealed bid in original and      2      copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the							
depository located in      2000 14th street, NW, 3rd Floor, Bid Room, Washington, DC      until      2:00 P.M.      local time      19-Nov-04 (Hour)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.							
10. For Information Contact		Calvin L. McFadden, CPPB		B. Telephone (No Collect Calls) (Area Code)      (Number)      (Ext) 202      671-2293		C. E-mail Address  <a href="mailto:calvin.mcfadden@dc.gov">calvin.mcfadden@dc.gov</a>	
11. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within      90      calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number		Date		Amendment Number
15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code)      (Number)      (Ext)		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22	Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed				23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)			Code	25. Reserved for future use			
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia  (Signature of Contracting Officer)				28. Award Date

## **SECTION B**

### **SERVICE/DESCRIPTION/PRICE**

- B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Public Works (the District) is seeking a contractor to provide leased vehicles. The District intends to retain vehicle leased during the first base year of the contract for a period of thirty-six (36) months lease term. Vehicles leased during the second year shall be retained for a period of twenty-four (24) months lease term, and vehicles leased during the third year shall be for a twelve (12) months lease term only.
- B.2 The District contemplates award of a firm fixed price requirement contract.
- B.3 The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.
- B.3.1 Delivery or performance shall be made only as authorized in accordance with the Ordering clause. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.4 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.
- B.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one year thereafter.
- B.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- B.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

**AGGREGATE AWARD GROUP 1 - ITEMS 0001 THROUGH 0010  
BASE YEAR**

**NOTE:** Vehicles leased under base year one will be for a full 36-months lease term.

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Leased Rates</b>	<b>Estimated quantity</b>	<b>Total Rate for 36-Months Leased Terms</b>
0001	Sedan, subcompact, 4 passenger	\$_____	4	\$_____
0002	Sedan, mid-size, 5 passenger	\$_____	5	\$_____
0003	Sedan, large, 6 passenger	\$_____	4	\$_____
0004	Cargo van, compact	\$_____	1	\$_____
0005	Minivan, 7 passenger	\$_____	10	\$_____
0006	Van, full size, 15 passenger	\$_____	2	\$_____
0007	Cargo van, full size	\$_____	4	\$_____
0008	Pickup truck, full size, crew cab	\$_____	2	\$_____
0009	Pickup truck, compact, extended cab	\$_____	5	\$_____
0010	Pickup truck, compact, regular cab	\$_____	5	\$_____

Sub-total: \$\_\_\_\_\_  
(A)

**AGGREGATE AWARD GROUP 2 - ITEMS 0011 THROUGH 0020**  
**BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Leased Rates</b>	<b>Estimated quantity</b>	<b>Total Rates for 36-Months Lease Term</b>
0011	Sedan, subcompact, 4 passenger CNG or E85 fuel	\$_____	20	\$_____
0012	Sedan, compact, 5 passenger CNG or E85 fuel	\$_____	30	\$_____
0013	Sedan, mid size, 5 passenger CNG or E85 fuel	\$_____	20	\$_____
0014	Sedan, large, 6 passenger, CNG or E85 fuel	\$_____	9	\$_____
0015	Van, full size, 12 passenger, CNG or E85 fuel	\$_____	9	\$_____
0016	Wagon van, full size, 14 passenger CNG or E85 fuel	\$_____	5	\$_____
0017	Cargo van, full size, 4x2 CNG or E85 fuel	\$_____	6	\$_____
0018	Pickup truck, full size, regular, CNG or E85	\$_____	2	\$_____
0019	Pickup truck, full size, extended cab – CNG or E85 fuel	\$_____ –	5	\$_____
0020	Pickup truck, short bed, crew cab – CNG or E85 fuel	\$_____	40	\$_____

**Sub-Total:** \$\_\_\_\_\_

(A1)

**AGGREGATE AWARD GROUP 1 - ITEMS 0001 THROUGH 0010  
OPTION YEAR ONE (1)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Leased Rates</b>	<b>Quantity Estimated</b>	<b>Total Rates for 24-Months Lease Term</b>
0001	Sedan, subcompact, 4 passenger	\$_____	4	\$_____
0002	Sedan, mid-size, 5 passenger	\$_____	5	\$_____
0003	Sedan, large, 6 passenger	\$_____	4	\$_____
0004	Cargo van, compact	\$_____	1	\$_____
0005	Minivan, 7 passenger	\$_____	10	\$_____
0006	Van, full size, 15 passenger	\$_____	2	\$_____
0007	Cargo van, full size	\$_____	4	\$_____
0008	Pickup truck, full size, crew cab	\$_____	2	\$_____
0009	Pickup truck, compact, extended cab	\$_____	5	\$_____
0010	Pickup truck, compact, regular cab	\$_____	5	\$_____

**Sub-Total:**     \$\_\_\_\_\_

**(B)**

**AGGREGATE AWARD GROUP 2 - ITEMS 0011 THROUGH 0020**  
**OPTION YEAR ONE (1)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Lease Rates</b>	<b>Quantity Estimated</b>	<b>Total Leased Rates for 24- Months</b>
0011	Sedan, subcompact, 4 passenger CNG or E85 fuel	\$_____	20	\$_____
0012	Sedan, compact, 5 passenger CNG or E85 fuel	\$_____	30	\$_____
0013	Sedan, mid size, 5 passenger CNG or E85 fuel	\$_____	20	\$_____
0014	Sedan, large, 6 passenger, CNG or E85 fuel	\$_____	9	\$_____
0015	Van, full size, 12 passenger, CNG or E85 fuel	\$_____	9	\$_____
0016	Wagon van, full size, 14 passenger CNG or E85 fuel	\$_____	5	\$_____
0017	Cargo van, full size, 4x2 CNG or E85 fuel	\$_____	6	\$_____
0018	Pickup truck, full size, regular, CNG or E85	\$_____	2	\$_____
0019	Pickup truck, full size, extended cab – CNG or E85 fuel	\$_____	5	\$_____
0020	Pickup truck, short bed, crew cab – CNG or E85 fuel	\$_____	40	\$_____

**Sub-Total:**      \$\_\_\_\_\_

**(B1)**

**AGGREGATE AWARD GROUP 1 - ITEMS 0001 THROUGH 0010  
OPTION YEAR TWO (2)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Leased Rates</b>	<b>Quantity Estimated</b>	<b>Total Rates for 12-Months Lease Terms</b>
0001	Sedan, subcompact, 4 passenger	\$_____	4	\$_____
0002	Sedan, mid-size, 5 passenger	\$_____	5	\$_____
0003	Sedan, large, 6 passenger	\$_____	4	\$_____
0004	Cargo van, compact	\$_____	1	\$_____
0005	Minivan, 7 passenger	\$_____	10	\$_____
0006	Van, full size, 15 passenger	\$_____	2	\$_____
0007	Cargo van, full size	\$_____	4	\$_____
0008	Pickup truck, full size, crew cab	\$_____	2	\$_____
0009	Pickup truck, compact, extended cab	\$_____	5	\$_____
0010	Pickup truck, compact, regular cab	\$_____	5	\$_____

**Sub-Total:**      \$\_\_\_\_\_

(C)

**Total aggregate award group 1:**

**A + B + C =**      \$\_\_\_\_\_

**AGGREGATE AWARD GROUP 2 - ITEMS 0011 THROUGH 0020  
OPTION YEAR TWO (2)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Monthly Lease Rates</b>	<b>Quantity Estimated</b>	<b>Total Rates for 12-Months Leased Terms</b>
0011	Sedan, subcompact, 4 passenger CNG or E85 fuel	\$_____	20	\$_____
0012	Sedan, compact, 5 passenger CNG or E85 fuel	\$_____	30	\$_____
0013	Sedan, mid size, 5 passenger CNG or E85 fuel	\$_____	20	\$_____
0014	Sedan, large, 6 passenger, CNG or E85 fuel	\$_____	9	\$_____
0015	Van, full size, 12 passenger, CNG or E85 fuel	\$_____	9	\$_____
0016	Wagon van, full size, 14 passenger CNG or E85 fuel	\$_____	5	\$_____
0017	Cargo van, full size, 4x2 CNG or E85 fuel	\$_____	6	\$_____
0018	Pickup truck, full size, regular, CNG or E85	\$_____	2	\$_____
0019	Pickup truck, full size, extended cab – CNG or E85 fuel	\$_____	5	\$_____
0020	Pickup truck, short bed, crew cab – CNG or E85 fuel	\$_____	40	\$_____

**Sub-Total:**      \$\_\_\_\_\_

(C1)

**Total aggregate award group 2:**

**A1 + B1 + C1=**      \$\_\_\_\_\_



**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SCOPE:**

The District is seeking a contractor to provide leased vehicles in accordance with the specifications enumerated herein.

Vehicles leased under this contract shall be powered by gasoline and alternative fuel (AFV). AFV vehicles shall be dedicated Compressed Natural Gas (CNG) and/or flexible fuel (E85) types. All vehicles must be new, unused and most current model. All vehicles must conform to the manufacturers standards for the year and vehicle type and model. The vehicles shall comply with all applicable Federal Motor Vehicles Safety Standards (FMVSS, 49 CFR 571).

**C.1.1 CONTRACT LINE ITEM (CLIN) 0001**

C.1.1.1	Honda Civic GX or equal (State make and model offered)_____	
C.1.1.2	Body style, trunk	required
C.1.1.3	Wheel base, minimum 103 inches	required
C.1.1.4	Engine, gasoline	required
C.1.1.5	Transmission, automatic	required
C.1.1.6	Alternator, minimum 75 amperes	required
C.1.1.7	Battery, minimum 410 CCA	required
C.1.1.8	Fuel capacity, minimum 8 gallons	required
C.1.1.9	Color, white	required
C.1.1.10	Power Anti Lock Brakes	required
C.1.1.11	Wheel diameter, minimum 14 inches	required

**C.2.1 CONTRACT LINE ITEM (CLIN) 0002**

C.2.1.1	Chevrolet impala or equal (State make and model offered)_____	
C.2.1.2	Body style, trunk	required

C.2.1.3	Wheel base, minimum 108.5 inches	required
C.2.1.4	Engine, gasoline	required
C.2.1.5	Transmission, automatic 4 speed	required
C.2.1.6	Alternator, minimum 102 amperes	required
C.2.1.7	Battery, minimum 500 CCA	required
C.2.1.8	Fuel capacity, minimum 17 gallons	required
C.2.1.9	Color, white	required
C.2.1.10	Power Brakes	required
C.2.1.11	Wheel diameter, minimum 16 inches	required
C.2.1.12	Color, white	required
C.2.1.13	Fuel type: Gasoline	required
C.2.1.14	Floor covering	required
C.2.1.15	Power windows and doors	required
C.2.1.16	Power steering	required
C.2.1.17	Radio, AM/FM	required

### **C.3.1 CONTRACT LINE ITEM (CLIN) 0003**

C.3.1.1	Ford, Crown Victoria or equal (State make and model offered)_____	
C.3.1.2	Body style, trunk	required
C.3.1.3	Wheel base, minimum 113 inches	required
C.3.1.4	Engine, gasoline	required
C.3.1.5	Transmission, automatic 4 speed	required
C.3.1.6	Alternator, minimum 125 amperes	required

C.3.1.7	Battery, minimum 525 CCA	required
C.3.1.8	Fuel capacity, minimum 18 gallons	required
C.3.1.9	Color, white	required
C.3.1.10	Power Brakes	required
C.3.1.11	Wheel diameter, minimum 16 inches	required

**C.4.1 CONTRACT LINE ITEM (CLIN) 0004**

C.4.1.1	Chevrolet Venture or equal (State make and model offered)_____	
C.4.1.2	Cargo van, compact	required
C.4.1.3	GVWR, minimum 5300 pounds	required
C.4.1.4	Wheel base, minimum 119 inches	required
C.4.1.5	Engine type, minimum 6 cylinder/3.3 liter	required
C.4.1.6	Transmission, automatic 4 speed	required
C.4.1.7	Alternator, minimum 105 amperes	required
C.4.1.8	Battery, minimum 540 CCA	required
C.4.1.9	Fuel capacity, minimum 20 gallons	required
C.4.1.10	Color, white	required
C.4.1.11	Power Brakes	required
C.4.1.12	Seating capacity, minimum 2	required
C.4.1.13	Radio, AM/FM	required
C.4.1.14	Restraint system, driver and passenger	required

**C.5.1 CONTRACT LINE ITEM (CLIN) 0005**

C.5.1.1	Dodge, Grand Caravan or equal (State make and model offered)_____	
C.5.1.2	GVWR, minimum 5300 pounds	required
C.5.1.3	Wheel base, minimum 119 inches	required
C.5.1.4	Engine type, minimum 6 cylinder/3.3 liter	required
C.5.1.5	Transmission, automatic 4 speed	required
C.5.1.6	Battery, minimum 540 CCA	required
C.5.1.7	Fuel capacity, minimum 20 gallons	required
C.5.1.8	Color, white	required
C.5.1.9	Power Brakes	required
C.5.1.10	Seating capacity, minimum 7	required
C.5.1.11	Radio, AM/FM	required
C.5.1.12	Restraint system, driver and passenger	required
<b>C.6.1 CONTRACT LINE ITEM (CLIN) 0006</b>		
C.6.1.1	Ford, Extended Wagon, E350 or equal (State make and model offered)_____	
C.6.1.2	GVWR, minimum 9100 pounds	required
C.6.1.3	Wheel base, minimum 138 inches	required
C.6.1.4	Engine type, minimum 8 cylinder/5.4 liter	required
C.6.1.5	Transmission, automatic 4 speed	required
C.6.1.6	Alternator, minimum 130 amperes	required
C.6.1.7	Battery, minimum 600 CCA	required
C.6.1.8	Fuel capacity, minimum 31 gallons	required
C.6.1.9	Color, white	required

C.6.1.10	Power Brakes	required
C.6.1.11	Seating capacity, minimum 15	required
C.6.1.12	Restraint system, driver and passenger	required
C.6.1.13	Radio, AM/FM	required
<b>C.7.1 CONTRACT LINE ITEM (CLIN) 0007</b>		
C.7.1.1	Ford Econoline E150 or equal (State make and model offered)_____	
C.7.1.2	GVWR, minimum 6200 pounds	required
C.7.1.3	Wheel base, minimum 135 inches	required
C.7.1.4	Engine type, minimum 6 cylinder/4.3 liter	required
C.7.1.5	Transmission, automatic 4 speed	required
C.7.1.6	Alternator, minimum 105 amperes	required
C.7.1.7	Battery, minimum 600 CCA	required
C.7.1.8	Fuel capacity, minimum 31 gallons	required
C.7.1.9	Color, white	required
C.7.1.10	Power Anti Lock Brakes	required
C.7.1.11	Seating capacity minimum 2	required
C.7.1.12	Restraint system, driver and passenger	required
<b>C.8.1 CONTRACT LINE ITEM (CLIN) 0008</b>		
C.8.1.1	Ford E350 or equal (State make and model offered)_____	
C.8.1.2	GVWR, minimum 11,200 pounds	required
C.8.1.3	Wheel diameter, minimum 16 inches	required

C.8.1.4	Engine type, minimum 8 cylinder/6.0 liter	required
C.8.1.5	Fuel type, gasoline	required
C.8.1.6	Transmission, automatic 4 speed	required
C.8.1.7	Alternator, minimum 105 amperes	required
C.8.1.8	Battery, minimum 600 CCA	required
C.8.1.9	Fuel capacity, minimum 34 gallons	required
C.8.1.10	Front tow hooks	required
C.8.1.11	Rear bumper	required

**C.9.1 CONTRACT LINE ITEM (CLIN) 0009**

C.9.1.1	DaimlerChrysler Dodge Dakota, or equal (State make and model offered)_____	
C.9.1.2	Extended cab	required
C.9.1.3	GVWR, minimum 5900 pounds	required
C.9.1.4	Wheel base, minimum 131 inches	required
C.9.1.5	Engine type, minimum 6 cylinder/3.7 liter	required
C.9.1.6	Transmission, automatic 4 speed	required
C.9.1.7	Alternator, minimum 136 amperes	required
C.9.1.8	Battery, minimum 750 CCA	required
C.9.1.9	Fuel capacity, minimum 20 gallons	required
C.9.1.10	Color, white	required
C.9.1.11	Power Anti Lock Brakes	required
C.9.1.12	Wheel diameter 16 inches	required
C.9.1.13	Rear bumper	required

**C.10.1 CONTRACT LINE ITEM (CLIN) 0010**

C.10.1.1	DaimlerChrysler Dakota or r equal (State make and model offered)_____	
C.10.1.2	Regular cab	required
C.10.1.3	Wheel base, minimum 111 inches	required
C.10.1.4	Engine type, minimum 5 cylinder/ 3.4 liter	required
C.10.1.5	Transmission, automatic 4 speed	required
C.10.1.6	Alternator, minimum 95 amperes	required
C.10.1.7	Battery, minimum 540 CCA	required
C.10.1.8	Fuel capacity, minimum 19 gallons	required
C.10.1.9	Color, white	required
C.10.1.10	Power Anti Lock Brakes	required
C.10.1.11	Wheel diameter, minimum 15 inches	required
C.10.1.12	Rear bumper	required
<b>C.11.1 CONTRACT LINE ITEM (CLIN) 0011</b>		
C.11.1.1	Sedan, subcompact, Honda Civic GX or equal (State make and model offered)_____	required
C.11.1.2	Body style, trunk	required
C.11.1.3	Wheel base, minimum 103 inches	required
C.11.1.4	Engine type, minimum 4 cylinder/1.7 liter	required
C.11.1.5	Transmission, automatic 4 speed	required
C.11.1.6	Alternator, minimum 75 amperes	required
C.11.1.7	Battery, minimum 410 CCA	required
C.11.1.9	Color, white	required

C.11.1.10	Power Anti Lock Brakes	required
C.11.1.11	Wheel diameter, minimum 14 inches	required
C.11.1.3	Fuel type: CNG or E85 flex fuel	required
<b>C.12.1 CONTRACT LINE ITEM (CLIN) 0012</b>		
C.12.1.1	Sedan, compact, Dodge Stratus or equal (State make and model offered)_____	
C.12.1.2	Body style, trunk	required
C.12.1.3	Wheel base, minimum 107 inches	required
C.12.1.4	Engine type, minimum 4 cylinder/2.2 liter	required
C.12.1.5	Transmission, automatic 4 speed	required
C.12.1.6	Alternator, minimum 105 amperes	required
C.12.1.7	Battery, minimum 510 CCA	required
C.12.1.8	Color, white	required
C.12.1.9	Power Anti Lock Brakes	required
C.12.1.10	Wheel diameter, minimum 15 inches	required
C.12.1.11	Fuel type: CNG or E85 flex fuel (State fuel type offered)_____	required
<b>C.13.1 CONTRACT LINE ITEM (CLIN) 0013</b>		
C.13.1.1	Sedan, mid-size, Ford Taurus or equal (State make and model offered)_____	
C.13.1.2	Body style, trunk	required
C.13.1.3	Wheel base, minimum 108 inches	required
C.13.1.4	Engine type, minimum 6 cylinder/2.7 liter	required
C.13.1.5	Transmission, automatic 4 speed	required
C.13.1.6	Alternator, minimum 102 amperes	required



C.13.1.7	Battery, minimum 500 CCA	required
C.13.1.8	Color, white	required
C.13.1.9	Power Anti Lock Brakes	required
C.13.1.10	Wheel diameter, minimum 16 inches	required
C.13.1.11	Fuel type: CNG or E85 flex fuel (State fuel type offered)_____	required

**C.14.1 CONTRACT LINE ITEM (CLIN) 0014**

C.14.1.1	Sedan, large, Ford Crown Victoria or equal (State make and model offered)_____	
C.14.1.2	Body style, trunk	required
C.14.1.3	Wheel base, minimum 113 inches	required
C.14.1.4	Engine type, minimum 6 cylinder/3.8 liter	required
C.14.1.5	Transmission, automatic 4 speed	required
C.14.1.6	Alternator, minimum 125 amperes	required
C.14.1.7	Battery, minimum 525 CCA	required
C.14.1.8	Color, white	required
C.14.1.9	Power Anti Lock Brakes	required
C.14.1.10	Wheel diameter, minimum 16 inches	required
C.14.1.11	Fuel type: CNG or flex fuel (State fuel type offered)_____	required

**C.15.1 CONTRACT LINE ITEM (CLIN) 0015**

C.15.1.1	Wagon van, full-size, Ford E350 econoline or equal (State make and model offered)_____	
C.15.1.2	Wheel base, minimum 135 inches	required
C.15.1.3	Engine type, minimum 8 cylinder/5.4 liter	required

C.15.1.4	Transmission, automatic 4 speed	required
C.15.1.5	Alternator, minimum 130 amperes	required
C.15.1.6	Battery, minimum 600 CCA	required
C.15.1.7	Color, white	required
C.15.1.8	Power Anti Lock Brakes	required
C.15.1.9	Wheel diameter, minimum 14 inches	required
C.15.1.10	Seating capacity, minimum 12	required
C.15.1.11	Fuel type: CNG or E85 flex fuel	required

**C.16.1 CONTRACT LINE ITEM (CLIN) 0016**

C.16.1.1	Wagon van, full size 4x2, Ford Super Club E350 Or equal (State make and model offered)_____	
C.16.1.2	Wheel base, minimum 138 inches	required
C.16.1.3	Engine type, minimum 8 cylinder/5.4 liter	required
C.16.1.4	Transmission, automatic 4 speed	required
C.16.1.5	Alternator, minimum 130 amperes	required
C.16.1.6	Battery, minimum 600 CCA	required
C.16.1.7	Color, white	required
C.16.1.8	Power Anti Lock Brakes	required
C.16.1.9	Wheel diameter, minimum 15 inches	required
C.16.1.10	Seating capacity, minimum 15	required
C.16.1.11	Fuel type: CNG or E85 flex fuel (State fuel type offered)_____	required

**C.17.1 CONTRACT LINE ITEM (CLIN) 0017**

C.17.1.1	Cargo van, full size 4x2, Ford econoline E350 Or equal <b>(State make and model offered)</b> _____	
C.17.1.2	GVMR, minimum 9200 pounds	required
C.17.1.3	Wheel base, minimum 138 inches	required
C.17.1.4	Engine type, minimum 8 cylinder/5.4 liter	required
C.17.1.5	Transmission, automatic 4 speed	required
C.17.1.6	Alternator, minimum 105 amperes	required
C.17.1.7	Battery, minimum 600 CCA	required
C.17.1.8	Color, white	required
C.17.1.9	Power Anti Lock Brakes	required
C.17.1.10	Color: White	required
C.17.1.11	Fuel type: CNG or E85 flex fuel	required

**C.18.1 CONTRACT LINE ITEM (CLIN) 0018**

C.18.1.1	Pickup, full size, Dodge Ram 1500 or equal <b>(State make and model offered)</b> _____	
C.18.1.2	Regular cab	required
C.18.1.3	GVWR, minimum 6050 pounds	required
C.18.1.4	Wheel diameter, minimum 16 inches	required
C.18.1.5	Engine type, minimum 6 cylinder/3.7 liter	required
C.18.1.6	Transmission, automatic 4 speed	required
C.18.1.7	Alternator, minimum 105 amperes	required
C.18.1.8	Battery, minimum 540 CCA	required
C.18.1.9	Color, white	required
C.18.1.10	Power Anti Lock Brakes	required

C.18.1.11	Seating capacity, minimum 3	required
C.18.1.12	Fuel type: CNG or E85 flex fuel (State fuel type offered)_____	required
C.18.1.13	Rear bumper	required

**C.19.1 CONTRACT LINE ITEM (CLIN) 0019**

C.19.1.1.	Pickup, full size, 4x2 Dodge Ram 2500 or equal (State make and model offered)_____	
C.19.1.2	GVWR, minimum 8600 pounds	required
C.19.1.3	Wheel diameter, minimum 16 inches	required
C.19.1.4	Engine type, minimum 8 cylinder/5.4 liter	required
C.19.1.5	Fuel type: CNG or E85 flex fuel	required
C.19.1.6	Transmission, automatic 4 speed	required
C.19.1.7	Alternator, minimum 130 amperes	required
C.19.1.8	Battery, minimum 750 CCA	required
C.19.1.9	Color, white	required
C.19.1.10	Power Anti Lock Brakes	required
C.19.1.11	Wheel diameter, minimum 14 inches	required
C.19.1.12	Color; White	required
C.19.1.13	Rear bumper	required

**C.20.1 CONTRACT LINE ITEM (CLIN) 0020**

C.20.1.1	Pickup truck, crew cab, GM avalanche or equal (State make and model offered)_____	
C.20.1.2	Short bed	required
C.20.1.3	Wheel diameter, minimum 16 inches	required

C.20.1.4	Engine type, minimum 8 cylinder/5.3 liter	required
C.20.1.5	Fuel type: CNG or E85 flex fuel	required
C.20.1.6	Transmission, automatic 4 speed	required
C.20.1.7	Alternator, minimum 105 amperes	required
C.20.1.8	Battery, minimum 600 CCA	required
C.20.1.9	Color, white	required
C.20.1.10	Power Anti Lock Brakes	required
C.20.1.11	Front tow hooks	required
C.20.1.12	Rear bumper	required

**SECTION D**

**PACKING, PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003.

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated April 2003.
- E.2** All vehicles leased under this contract shall be inspected at F.O.B delivery point, section F.5. Any vehicle that the Contracting Officer's Technical Representative (COTR) determines does not comply with the Condition of Leased Vehicles clause in section H.4 of this contract will be rejected.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

- F.1.1 The term of this contract shall be for a period of one (1) year from the date of award specified on page 1 of the contract, with two option years to be exercised at the District's discretion.
- F.1.2 The lease term for each vehicle ordered during the first (1<sup>st</sup>) year shall be for thirty-six (36) months from the date the vehicle is accepted by the District. Vehicles leased under the second (2<sup>nd</sup>) year shall be for a 24 months lease term. Vehicles leased under the third (3<sup>rd</sup>) year shall be for 12 months only. The delivery order, issued to the contractor, will stipulate whether the lease is for a 12, 24 or 36 months lease term.
- F.1.3 **For example:** If the contract is awarded on October 1, 2004, the base term will be October 1, 2004 through September 30, 2005. If a vehicle is ordered on September 30, 2005, and is delivered until November 30, 2005 the lease term of the vehicle will be November 30, 2005 through November 30, 2008.

### **F.2 OPTION TO EXTEND THE TRM OF THE CONTRACT**

- F.2.1 The government may extend the term of this contract for up to two (2) one (1) year periods.
- F.2.2 The government may extend the term of this contract for a period of one (1) year, or a fraction thereof, or multiple successive fractions thereof, by written notice o the contractor before the expiration of the contract; provided, that the government shall give the contractor a preliminary written notice of its intent to extend at least thirty days before the contract expires. The contractor may waive the thirty-day preliminary notice requirement by providing a written waiver to the District's contracting officer prior to expiration of the contract. The preliminary notice does not commit the government to an extension. Then exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- F.2.3 The government will evaluate bids for award purposes by adding the total price for all options to the total price for the base year requirement. Evaluation of options will not obligate the government to exercise the option(s).
- F.2.4 The government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option requirement. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated for other items.



F.2.5 The price for the option period shall be as specified in the contract.

F.2.6 If the government exercises this option, the extended contract shall be considered to include this option provision.

F.2.7 The total duration of this contract including the exercise of any options under this provision, shall not exceed three (3) years.

### F.3 DELIVERABLES

CLIN(s)	DELIVERABLE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE DATE
0001	Sedan, subcompact	4	F.O.B destination	60 days after receipt of order
0002	Sedan, mid-size	5	F.O.B destination	60 days after receipt of order
0003	Sedan, large	4	F.O.B destination	60 days after receipt of order
0004	Cargo van, compact	1	F.O.B destination	60 days after receipt of order
0005	Minivan	10	F.O.B destination	60 days after receipt of order
0006	Van, full size	2	F.O.B destination	60 days after receipt of order
0007	Cargo van, full size	4	F.O.B destination	60 days after receipt of order
0008	Pickup, full size, crew cab	2	F.O.B destination	60 days after receipt of order
0009	Pickup, compact, extended cab	5	F.O.B destination	60 days after receipt of order
0010	Pickup, compact, regular cab	5	F.O.B destination	60 days after receipt of order
0011	Sedan, subcompact, CNG or E85	20	F.O.B destination	60 days after receipt of order
0012	Sedan, compact, CNG or E85	30	F.O.B destination	60 days after receipt of order
0013	Sedan, mid size, CNG or E85	20	F.O.B destination	60 days after receipt of order
0014	Sedan large, CNG or E85	9	F.O.B destination	60 days after receipt of order
0015	Van, full size, CNG or E85	9	F.O.B destination	60 days after receipt of order
0016	Van, full size, CNG		F.O.B destination	60 days after

	or E85	5		receipt of order
0017	Cargo van, full size, CNG or E85	6	F.O.B destination	60 days after receipt of order
0018	Pickup, full size, regular cab, CNG or E85	2	F.O.B destination	60 days after receipt of order
0019	Pickup, full size, extended cab, CNG or E85	5	F.O.B destination	60 days after receipt of order
0020	Pickup, short bed, crew cab, CNG or E85	40	F.O.B destination	60 days after receipt of order

#### **F.4 UNIT PRICE AND F.O.B DELIVERY POINT:**

Unit prices offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provision), to the following delivery point:

Department of Public Works  
Fleet Services Division  
1725 15<sup>th</sup> Street, N.E.  
Washington, D.C. 20002

Receiving hours: 7:00 am – 3:00 PM  
Monday through Friday, Except Holidays  
Contractor shall telephone 48 hours in advance of  
Delivery date

Contact: Lloyd Carter  
Telephone No.: (202) 576-7739  
Or  
Contact: Tanya Jones  
Telephone No. (202) 576-7769

#### **F.5 DELIVERY TICKETS**

All deliveries under this contract must be accompanied by a delivery ticket or sales slip, and shall contain the following information at a minimum:

F.5.1 Name of contractor

F.5.2 Contract number

F.5.3 Purchase order number

F.5.4 Manufacturer's model number

F.5.5 Vehicle Identification number (VIN)

F.5.6 Date of purchase

F.5.7 Quantity, and

F.5.8 Date of shipment

**F.6 PROTECTION OF PROPERTY:**

The contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Invoice Payment**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 45<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 Invoice Submittal**

- G.2.1** The Contractor shall submit proper monthly invoices in arrears for each vehicle leased. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7.1 below. The address of the CFO is:

Department of Public Works  
Office of the Chief Financial Officer  
Customer Care Division  
2000 14<sup>th</sup> Street, NW 6th Floor  
Washington, D.C. 20009  
(202) 671-2300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and encumbrance number (assignment of an invoice number by the contractor is also recommended);
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above to be notified in the event of a defective invoice); and
- G.2.2.8** Authorized signature

### **G.3 METHOD OF PAYMENT**

The District will pay the amount due the Contractor under this contract after:

1. Delivery and acceptance of the equipment;
2. Presentation of a properly executed invoice.

### **G.4 ASSIGNMENTS**

- G.4.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financial institution
- G.4.2** An assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

### **G.5 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

James Roberts, Contracting Officer  
Department of Public Works  
Office of Contracting and Procurement

2000 14<sup>th</sup> Street NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
(202) 671-2200

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Lloyd Carter  
Department of Public Works  
Fleet Services Division  
1725 15<sup>th</sup> Street, NE  
Washington, DC 20002  
(202) 576-7739

- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Agency Chief Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AUDITS, RECORDS, AND RECORD RETENTION**

- H.1.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.1.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.1.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.1.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.1.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.1.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **H.2 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed

or data collected under this Contract.

### **H.3 CONFLICT OF INTEREST**

**H.3.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.3.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

### **H.4 CONDITION OF LEASED VEHICLES**

**H.4.1** Vehicles leased under this contract shall be of good quality, in safe operating condition and shall comply with the Federal Motor Vehicle Safety Standards (49 CFR 571) and the Government of the District of Columbia safety regulations applicable to the vehicle. The District shall accept or reject the vehicle promptly after receipt. If the District determines that any vehicle furnished is not in compliance with this contract, the contractor shall be notified in writing within ten (10) days. If the contractor fails to replace the vehicle(s) or correct the defects as required, the District may correct the defect or arrange for the lease of a similar vehicle and charge or set off against the contractor any excess costs occasioned thereby; or terminate the contract under the default clause in paragraph 9 of the Standard Contract Provision. Any disputes shall be referred to the Contracting Officer and handled under the provisions of paragraph 18 of the Standard Contract Provisions.

**H.4.2** The District shall pay the rent for each vehicle leased under this agreement at the rates specified in Section B.5. there shall be no adjustment for mileage or for variation in actual depreciation.

**H.4.3** The contractor shall not accept orders for vehicles this contract unless a delivery order has been issued. It is anticipated that delivery orders will be issued at regular intervals during the term of the contract.

**H.4.4** Rent shall accrue from the beginning of this contract, or from the date each vehicle is delivered to the District, whichever is later, and shall



continue until the expiration of the contract term or the termination of this contract. However, rent shall accrue only for the period that each vehicle is in the possession of the District.

H.4.5. Rent shall not accrue for any vehicle that the contracting officer determines does not comply with the condition of leased vehicles clause of this contract or otherwise does not comply with the requirements of this contract until the vehicle is replaced or the defects are corrected.

H.4.6 Rent stated in monthly terms shall be prorated on the basis of 1/30th of the monthly rate for each day the vehicle is in the District's possession.

## **H.5 MAINTENANCE**

H.5.1. During the lease period, the District shall keep and maintain each vehicle in accordance with the owner's guide provided with the vehicle, and make other appropriate repairs when necessary (except for those services covered by the manufacturer's warranty required for the continued validation of the vehicle warranty).

H.5.2 The District shall provide at its expense all gasoline, oil, alternative fuels, lubrication, and anti-freeze required for the proper operation or protection of each vehicle.

H.5.3 Except in emergency situations, the provision of a loaner vehicle shall depend on availability. In the event the contractor notifies the District of a safety, emissions, or recall campaign, the District shall immediately follow the contractor's instruction with respect thereof.

## **H.6 MARKING OF LEASED VEHICLES**

The District may place nonpermanent markings or decals identifying the using agent on the right or left hand corners of the rear windshield of any motor vehicle leased under this contract. The District shall use markings or decals that are removable without damage to the vehicle.

## **H.7 TAGS AND TITLE:**

The contractor shall be responsible for obtaining required tag, titles, and registration for all vehicles leased under contract. Paperwork shall be delivered to the COTR.

## **H.8 ACCIDENTS/THEFTS:**

The District shall notify the contractor within three (3) days of accidents or theft and will arrange for repairs of accident damage, including damage sustained to stolen vehicles during the period prior to recovery. The contractor shall not be required to provide a

replacement vehicle during the period the vehicle is out of service. If the vehicle is damaged beyond repair or not recovered within 30 days of the date of the theft, the contractor shall be reimbursed at the residual value of the vehicle. Value shall be based on the average of the wholesale and retail price as listed in the current monthly edition of the National Automobile Dealer's Association (NADA) at the time of the theft/accident in full satisfaction of any and all liabilities under this contract, provided that the District's liability to pay the monthly lease payment shall cease as of the time of the accident/theft. The accrued lease cost for the month in which the accident/theft occurs shall be determined on a pro rata basis for such month. The contractor shall provide the District documentation relating to all moneys received from the salvage or other disposition of such vehicles.

#### **H.9 RETURN OF VEHICLES:**

At least 30 days prior to the expiration or termination of this contract, the District will contact the contractor to determine whether the vehicles should be returned to the same place where delivery was accomplished or to a destination mutually agreeable to both parties.

The contractor shall be responsible for performing an appraisal of each vehicle prior to its removal from the District's custody and shall furnish to the government a copy of each appraisal report. The District will assume responsibility for reconditioning the vehicles, excluding normal wear and tear as defined below, at its expense. The District will not be responsible for damages not listed on the appraisal report.

Vehicles will be returned to the contractor for this inspection not later than five (5) days after termination or expiration of the contract period for that vehicle.

For purposes of the lease, normal wear and tear is defined as those dents, dings, paint chips, scratches, pitted but not cracked windshields and interior wear such as soiled carpets and seats normally accrued to a motor vehicle used in both rural and metropolitan areas over a period of 12 to 36 months. In any event, the District's liability for reconditioning vehicles acquired under this contract shall be limited to replacement of glass and exterior trim, repair to body damage attributable to collision only and repair of interior damage such as cut, torn or burnt materials, as well as mechanical repairs.

#### **H.10 LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES:**

From the date of acceptance until the end of the lease term, the Government of the District of Columbia, which is self-insured, shall be responsible for loss or damage to:

A. Vehicles leased from the contractor, except for:

1. normal wear and tear;

2. loss or damage caused by the negligence of the contractor, its agents or employees;
3. Property of third persons, or the injury or death of third persons; if the District is liable for such loss, damage, injury or death under Title I, Chapter 4 (Claims Against the District), subchapter I. Section 2-402 et. Seq. D.C. Code (2001 ed.);
4. An Act of God, such as flooding or wind damage; and
5. Damage caused by mechanical failure.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 are incorporated as part of the contract resulting from this agreement. To obtain a copy go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP policies (located under the heading information).

### **I.2 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.3 CANCELLATION CEILING**

In the event of cancellation of the contract because of non-appropriation for fiscal year 2006 or any of the subsequent fiscal years during the term of this contract, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

### **I.4 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.5 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.1. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**SECTION J: LIST OF ATTACHMENTS**

The District incorporates the following documents into the contract by reference:

- J.1** E.E.O. Information and Mayor Orders 85-85
- J.2** Tax Certification Affidavit – OTR and DOES
- J.3** First Source Employment Agreement

**SECTION K:**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF BIDDERS**

**K.1 TAX CERTIFICATION**

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as **Attachment J.2.**

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of
- ☐ an individual,
- ☐ a partnership
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

- ☐ an individual
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 EMPLOYMENT AGREEMENT**

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of

Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia are registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to

implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_



Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract

subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub contractors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

#### **K.5 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (U.S.C.) and Services Contract Act (29 U.S.C. 214).

#### **K.6 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_

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**K.7 BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the bidder’s organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 METHOD OF AWARD**

- L.1.1 This is a fixed unit price requirements contract for the items specified.
- L.1.2 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.3 The District intends to award one or more contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest total evaluated bid for each aggregate award group determined by adding the total bid for the base year and each option year.

**L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1 Bidders shall submit a signed original and two (2)-copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: **"Bid in Response to Solicitation No. POKT-2004-B-0080 -CM"**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### **L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00 p.m.** local time on the date indicated on page 1.

### **L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

### **L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a.** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
- b.** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

#### **L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.5.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

#### **L.5.4 Late Modifications**

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### **L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

### **L.6 HAND DELIVERY OR MAILING OF BIDS**

DELIVER OR MAIL TO:

Department of Public Works  
Office of Contracting and Procurement  
Bid Room  
2000 14<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor  
Washington, DC 20009

### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

### **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 calendar days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.9 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contract Specialist, Department of Public Works, 2000 14<sup>th</sup> Street, NW 6<sup>th</sup> Floor, Washington, DC

20009, telephone (202) 671-2293, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist, Department of Public Works of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist, Department of Public Works that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.10 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

#### **L.11 SIGNING OF BIDS**

L.11.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be

initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

#### **L.12 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

### **L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.13.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.13.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.13.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.13.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

### **L.14 STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the

prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.14.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.14.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.14.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.14.4** Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.



**L.14.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

**L.14.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.14.7** Furnish evidence of other qualifications and eligibility criteria necessary to receive an award und applicable laws and regulations.

**L.14.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by following either of these methods (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page 1, No. 14; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

## **L.16 BRAND NAME OR EQUAL:**

As used in this chapter, the term “brand name” includes identification of products by make and model.

- A. If items called for by this invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the government to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.
- B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- C. (1) If the bidder proposes to furnish an “equal” product, the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such

products shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. CAUTION TO BIDDERS: The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the purchasing authority. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material such as (cuts, illustrations, drawings, or other information) necessary for the purchasing authority to (i) determine the product offered meet the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the government would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

(3) Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

**L.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE:**

- A. Descriptive literature must be furnished as a part of the bid. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- B. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and are received late, it may be considered under the provision for considering late bids, as set forth in section L.5 of this invitation for bids.
- C. The contracting officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
  - (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or

- (2) The contracting officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

## **SECTION M - EVALUATION FACTORS**

### **M.1 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

1. **Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operating in an Enterprise Zone**

#### **a. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

**For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:**

Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);

- 1) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- 3) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an

Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**2. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.**
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of

the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

3. Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

4. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

**5. Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

**6. Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program

441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**Vendors must be certified prior to the date and time set for opening of bids.**

**7. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**8. Local, Small, and Disadvantaged Business Enterprise Subcontracting**

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**9. CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE**

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), \_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause C.1, Subcontracting Plan and Clause C.2, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer. (Use when a determination has been made that the District will if mandatory, decision to set-aside a percentage of this procurement to local business enterprise, disadvantage or resident business ownerships).

**10. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE**

**1. Subcontracting Plan**

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;
- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;



- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

## **11. Liquidated Damages**

If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of twenty-five dollars (\$25.00) for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.

Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of

non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.

If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.

